

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amendment Number One to Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VISION ENTERPRISES, INC.		09/26/2011	CORPORATION: DELAWARE
VISIONAIR, INC.		09/26/2011	CORPORATION: NORTH CAROLINA
TRITECH HOLDINGS INC.		09/26/2011	CORPORATION: DELAWARE
TRITECH SOFTWARE SYSTEMS		09/26/2011	CORPORATION: CALIFORNIA
INFORMATION MANAGEMENT CORPORATION		09/26/2011	CORPORATION: MASSACHUSETTS
TRITECH DELAWARE, LLC		09/26/2011	LIMITED LIABILITY COMPANY: DELAWARE
TRITECH EMERGENCY MEDICAL SYSTEMS INC.		09/26/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76115451	VISIONAIR	
Serial Number:	76115450	VISIONAIR	
Serial Number:	75695824	PUBLIC SAFETY SUITE	
Serial Number:	78391180	PARTNERS WITH VISION	
Serial Number:	77139953	RAAS	

CH \$165.00 76115451

900203975

TRADEMARK  
 REEL: 004637 FRAME: 0124

Serial Number:

77090973

RECORDS AS A SERVICE

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705

Phone: 213.683.5698

Email: MinetteTayco@paulhastings.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Minette M. Tayco

Address Line 1: 515 S. Flower St., 25th Floor

Address Line 2: Paul Hastings LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:**

TRITECH(73896.72)AMENDMT1

**NAME OF SUBMITTER:**

Minette M. Tayco

**Signature:**

/Minette M. Tayco/

**Date:**

10/06/2011

**Total Attachments: 6**

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## **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of September 26, 2011 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of December 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among New Grantors (defined below), the Grantors listed on the signature pages thereof (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, as agent for the Lender Group and the Bank Product Providers, as such terms are defined therein (in such capacity, together with its successors and permitted assigns, if any, in such capacity, "Agent"). All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Trademark Security Agreement, which by this reference is incorporated herein.

**WHEREAS**, Grantors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on December 23, 2010 at Reel 004440, Frame 0851; and

**WHEREAS**, Grantors and Agent wish to amend the Trademark Security Agreement by joining Vision Enterprises, Inc., a Delaware corporation ("Enterprises") and VisionAIR, Inc., a North Carolina corporation ("VisionAIR"; and together with Enterprises, collectively the "New Grantors" and each a "New Grantor") and by adding certain Trademarks to the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. (a) Each New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, such New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. Each New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include New Grantor.

(b) In furtherance of the foregoing, each New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in and to all of such New Grantor's right, title and interest in and to the Trademark Collateral.

2. Grantors and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and, together with the other Trademark Collateral, shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants to Agent continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. EACH GRANTOR AND AGENT AGREE THAT THE PROVISIONS IN THE TRADEMARK SECURITY AGREEMENT WITH RESPECT TO CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER ARE APPLICABLE TO THIS AMENDMENT AS IF FULLY SET FORTH HEREIN.

5. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. This Amendment is a Loan Document.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

**NEW GRANTORS:**

**VISION ENTERPRISES, INC.,**  
a Delaware corporation

By: Blake Clark  
Name: Blake Clark  
Title: Chief Financial Officer

**VISIONAIR, INC.,**  
a North Carolina corporation

By: Blake Clark  
Name: Blake Clark  
Title: Chief Financial Officer

**GRANTORS:**

**TRITECH HOLDINGS INC.,**  
a Delaware corporation

By: Blake Clark  
Name: Blake Clark  
Title: Chief Financial Officer

**TRITECH SOFTWARE SYSTEMS,**  
a California corporation


By: Blake Clark  
Name: Blake Clark  
Title: Chief Financial Officer

**INFORMATION MANAGEMENT CORPORATION,**  
a Massachusetts corporation

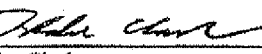
By: Blake Clark  
Name: Blake Clark  
Title: Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

**TRITECH DELAWARE, LLC,**  
a Delaware limited liability company

By:   
Name: Blake Clark  
Title: Treasurer

**TRITECH EMERGENCY MEDICAL SYSTEMS INC.,**  
a Delaware corporation

By:   
Name: Blake Clark  
Title: Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company

By:

Name:

Title:

Mark Salem  
Mark Salem  
Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
VisionAIR, Inc.	USA	VisionAir	76115451	8/23/2000
VisionAIR, Inc.	USA	VisionAIR	76115450	8/23/2000
VisionAIR, Inc.	USA	Public Safety Suite	75695824	4/30/1999
VisionAIR, Inc.	USA	Partners with Vision	78391180	3/26/2004
VisionAIR, Inc.	USA	RAAS	77139953	3/26/2007
VisionAIR, Inc.	USA	Records As A Service	77090973	1/25/2007